

1 BILL NO. S-87-04- 19

2 SPECIAL ORDINANCE NO. S- 79-87

3 AN ORDINANCE approving the Contract  
4 for Res. 6082-87 - Curbs, Drives  
5 and Walks on Woodhurst Blvd., between  
6 Tomco Construction and the City  
of Fort Wayne, Indiana, in connection  
with the Board of Public Works  
and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. 6082-87 - Curbs,  
10 Drives and Walks on Woodhurst Blvd., by and between Tomco Con-  
11 struction and the City of Fort Wayne, Indiana, in connection  
12 with the Board of Public Works and Safety, for:

13 the total replacement of curbing  
14 and partial replacement of drives  
15 and yardwalks on Woodhurst Blvd.  
from Fairfax Avenue to Tacoma  
Avenue - Bond Issue Phase II;

16 the Contract price is Nineteen THousand Two Hundred Fifty-Three  
17 and No/100 Dollars (\$19,253.00), all as more particularly set  
18 forth in said Contract, which is on file in the Office of the  
19 Board of Public Works and Safety and, is by reference incor-  
20 porated herein, made a part hereof, and is hereby in all things  
21 ratified, confirmed and approved. Two (2) copies of said Contract  
22 are on file with the Office of the City Clerk and made available  
23 for public inspection, according to law.

24 SECTION 2. That this Ordinance shall be in full force  
25 and effect from and after its passage and any and all necessary  
26 approval by the Mayor.

27   
28 Samuel D. Talarico  
29 Councilmember

30 APPROVED AS TO FORM  
31 AND LEGALITY

32   
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by Henry, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.

DATE: 4-14-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Besuch, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 4-28-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-79-87.  
on the 28th day of April, 1987.

ATTEST:

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 29th day of April, 1987,  
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of May,  
1987, at the hour of 4:00 o'clock P.M., E.S.T.

Robert  
WIN MOSES, JR., MAYOR

## INVITATION FOR BIDS/AWARD OF CONTRACT\*

(Non-Federally Assisted Construction)

PROJECT: Woodhurst BoulevardRESOLUTION # 6082-87

NIP Bond Issue

CONTENTS

Check if contained      Pages

X	I	Cover Sheet
X	II - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
V	GPI - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
V		Drawings (if applicable)
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X	Non-Collusion Affidavit
X	Bidder's Bond
X	Performance Bond
X	Sworn Experience Questionnaire
X	Plan and Equipment Questionnaire
V	Contractor Financial Statement '86-A
X	Certificate in Lieu of Financial Statement
X	Prevailing Wage Scale - State of Indiana
X	Payment Bond
X	Warranty Bond
V	Barricade Information
X	Certification of Bidder/Vendor on Anti-Apart heid

Discount for prompt payment	10 Calendar Days	20 Calendar Days	30 Calendar Days	Other
	0	0	0	0

Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date	Amendment No.	Date

\*\*\*\*\*

BID SUBMITTED  
**TOMCO CONSTRUCTION CO., INC.**  
 Contractor THOMAS M. FISHERING  
 By Thomas M. Fisher  
 Its PRESIDENT THOMAS M. FISHERING  
 Offer Date 3-18-87

Bidder agrees to keep bid open for acceptance for \_\_\_\_\_ (90 days unless otherwise specified)

Compliance: J. Adams

O.C. 12/84

B.O.W. Non-Fed. \*Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne  
 Board of Public Works and Safety

John R. Miller  
J.D. Conner

City of Fort Wayne  
 Mayor

Award

Date 3-25-87

The MBE/WBE firm (cross out inapplicable provision) shall have \_\_\_\_\_ % participation (employees) \_\_\_\_\_ & participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_ %. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Metropolitan		Top soil - sand
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. TRAFFIC ONE		Buy material
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals:

\_\_\_\_\_

(attach additional sheets as necessary)

Contractor TOMCO CONSTRUCTION CO., INC. Contractor \_\_\_\_\_  
By Thomas M. Fisher By \_\_\_\_\_  
Its PRESIDENT THOMAS M. FISHERING Its \_\_\_\_\_

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

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(attach additional sheets if necessary)

Contractor JOMCO CONSTRUCTION CO., INC.

By T. M. Fisher

Its

PRESIDENT THOMAS M. FISHERING

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, commencing at \_\_\_\_\_ o'clock \_\_\_\_\_.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RESOLUTION # 6082-87 Woodhurst Boulevard

All work will be performed in accordance with: Resolution # 6082-87 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$                 . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 7/31/87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 7/31/87 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 7/31/87 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.



## BID BOND

Approved by The American Institute of Architects,  
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS,

That we TOMCO CONSTRUCTION COMPANY, INC.

and THE CONTINENTAL INSURANCE COMPANY as Principal, hereinafter called the Principal,

, of New York  
a corporation duly organized under the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held  
and firmly bound unto the City of Fort Wayne, Board of Public Works & Safety

, as Obligee, hereinafter called the Obligee,  
in the sum of Five Per Cent (5%) of Maximum Bid Dollars  
(\$-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind our-  
selves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sidewalk & Curbs  
Res# 6082-87  
Woodhurst Blvd.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee  
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with  
good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the  
prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal  
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount  
for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be  
null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of March A. D. 1987.

Iarl M. Lewis  
(Witness)

TOMCO CONSTRUCTION COMPANY, INC. (Seal)  
(Principal)  
BY: Hans M. Rin  
(Title)

YASTE, ZENT & RYE AGENCY, INC.

127 W.Berry  
(Witness)  
Fort Wayne, IN 46802

CONTINENTAL INSURANCE COMPANY (Seal)

Gerald A. Nalle  
(Surety)  
Attorney-in-Fact  
(Title)

# The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

## GENERAL POWER OF ATTORNEY

**Know all men by these Presents,** That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Gerald A. Dahle of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

**In Witness Whereof,** THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

Attest:

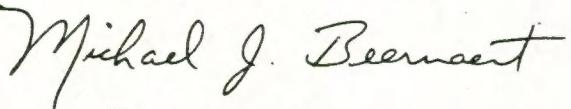


T.H. Stephens, Assistant Vice President



THE CONTINENTAL INSURANCE COMPANY

By

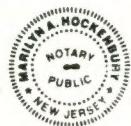


Michael J. Beernaert, Vice-President

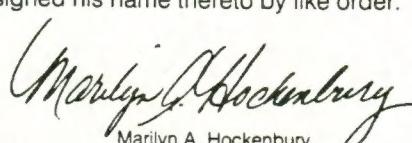
STATE OF NEW JERSEY }  
COUNTY OF MIDDLESEX }

ss.:

On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



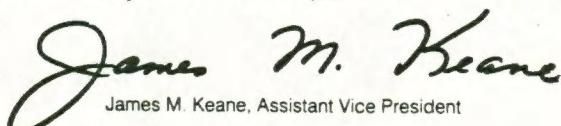
CERTIFICATE



Marilyn A. Hockenbury  
A Notary Public of New Jersey  
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 18th day of March , 19 87 .

  
James M. Keane, Assistant Vice President

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and THOMAS M. FISHERING

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Thomas M. F

THOMAS M. FISHERING

Subscribed and sworn to before me by THOMAS M. FISHERING  
this 18 day of MARCH, 1987.

My Commission Expires:

4-21-90

DAVID M. NEWELL  
Notary Public Resident of Well County, IN

-----  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
\_\_\_\_\_

My Commission Expires:

Notary Public  
Resident of \_\_\_\_\_ County, IN

-----  
Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
\_\_\_\_\_

My Commission Expires:

Notary Public  
Resident of \_\_\_\_\_ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, THOMAS M. FISHERING, the \_\_\_\_\_  
(name) \_\_\_\_\_  
PRESIDENT of TOMCO CONSTRUCTION CO., INC.  
(position) (company)

hereby certify:

- (1) That the Financial Statement of said company, dated the 31  
day of JAN, 1987, now on file in the office of the Board of  
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by  
reference incorporated herein and made a part hereof, is a true and correct  
statement and accurately reflects the financial condition of said company as of  
the date hereof;
- (2) That I am familiar with the books of said company showing its financial  
condition and am authorized to make this certificate on its behalf.

Dated: 3-18-87

Thomas M. Fisher  
(signature)  
THOMAS M. FISHERING

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said  
County and State, this 18 day of MARCH, 1987.

David M. Newell  
DAVID M. NEWELL

My commission expires:

4-21-90

## ITEMIZED PROPOSAL

**CONTRACTOR: TOMCO CONSTRUCTION CO., INC.**

**PROJECT: WOODHURST CURBING**

RES. NO: 6082-87

**TOTAL:**

\$ 19253. 00

Sheet 1 of 1

Note: Contractor will be paid on measured quantities only at unit price bid

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of TOMCO CONSTRUCTION CO., INC., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

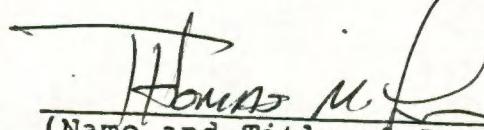
WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of TOMCO CONSTRUCTION CO., INC., that TOMCO CONSTRUCTION CO., INC. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 18 day of MARCH, 1987.

TOMCO CONSTRUCTION CO., INC.

(Name of Bidder/Vendor)



(Name and Title of Person Signing)  
THOMAS M. FISHERING PRESIDENT

BID TAB DATE: 3-18-87

FROM: WOODHURST CURBING

RES. NO.: 6/82-87

BIDDER: BIDDER: BIDDER: BIDDER:

BIDDER: BIDDER: BIDDER: BIDDER:

BIDDER: BIDDER: BIDDER: BIDDER:

BIDDER: BIDDER: BIDDER: BIDDER:

ITEM: ITEM: ITEM: ITEM: ITEM: ITEM: ITEM: ITEM:

NO. QUANTITY UNIT COST AMOUNT UNIT COST AMOUNT UNIT COST AMOUNT UNIT COST AMOUNT

(\$\$) (\$\$) (\$\$) (\$\$) (\$\$) (\$\$) (\$\$) (\$\$)

1-CURB REMOVAL 1250 LF. \$5.00 6250.00 3.50 4375.00 2.75 3437.50 3.50 4375.00 3.00 3750.00

2-NEW CURB TYPE "L-8" 1250 LF. 11.00 13750.00 9.00 11250.00 10.75 13437.50 10.50 13125.00 11.00 13750.00

3-CONCRETE REMOVAL 117 CY. \$5.00 585.00 4.00 468.00 3.50 409.50 5.15 602.55 5.00 585.00

4-NEW 4' SIDEWALK 150 LF. 2.00 300.00 3.00 450.00 2.25 337.50 2.15 322.50 2.50 375.00

5-NEW 6' DRIVES 110 15 Y. 20.00 2200.00 21.00 2310.00 20.00 2200.00 22.35 2458.50 25.00 2780.00

6-BR-BORROW 50 TON 10.00 500.00 1.00 50.00 6.00 300.00 11.00 550.00 12.00 600.00

7-TOPSOL 50 TON 10.00 500.00 1.00 50.00 0.01 0.50 11.00 550.00 15.00 750.00

8-SEED FERT. &amp; MULCH 400 15 Y. 1.00 400.00 0.75 300.00 1.50 600.00 2.00 800.00 1.00 400.00

TOTAL: \$24,485.00 TOTAL: \$19,253.00 TOTAL: \$20,722.50 TOTAL: \$22,781.55 TOTAL: \$22,860.00

% over 0.002% over 0.002% over 0.002% over 0.002% over 0.002% over

% under 21.37% under 15.37% under 6.95% under 6.23%

7554

Admn. Appr.

TITLE OF ORDINANCE Contract for Res. 6082-87 - Curbs, Drives & Walks on  
Woodhurst Blvd.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Improvement Resolution #6082-87  
is for the total replacement of curbing and partial replacement  
of drives and yardwalks on Woodhurst Blvd. from Fairfax Avenue to  
Tacoma Avenue - Bond Issue Phase II. Tomco Construction is the  
Contractor.

J 87-04-19

EFFECT OF PASSAGE Improvement of curbs, drives & yardwalks at above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$19,253.00

ASSIGNED TO COMMITTEE

BILL NO. S-87-04-19

*Pold*

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS  
REFERRED AN (ORDINANCE) (XXXXXX) APPROVING THE CONTRACT  
FOR RES. 6082-87 - CURBS, DRIVES AND WALKS ON WOODHURST BLVD.,  
BETWEEN TOMCO CONSTRUCTION AND THE CITY OF FORT WAYNE, INDIANA, IN  
CONNECTION WITH THE BOARD OF PUBLIC WORKS AND SAFETY

HAVE HAD SAID (ORDINANCE) (XXXXXX) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION)

*R* YES

NO

*Mark E. Giunta*

SAMUEL J. TALARICO  
CHAIRMAN

JANET G. BRADBURY  
VICE CHAIRPERSON

PAUL M. BURNS

JAMES S. STIER

CHARLES B. REDD

CONCURRED IN

*S-87-04-19*

*Sandra E. Kennedy*  
CITY CLERK

*Thomas P. Heney*